

**IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF NEW YORK**

Stacy Makhnevich,
Plaintiff

§

§

§

§

19 CV 00072

Index NO.

vs.

**Jury Trial
Demanded**

MTGLQ Investors, L.P.,

Selene Finance, L.P.,

Defendant(s)

§

§

§

FILED
U.S. DISTRICT COURT
2019 JAN -3 PM 4:11
S.D. OF N.Y.

ORIGINAL COMPLAINT

NATURE OF ACTION

1. This is an action for damages brought by an individual plaintiff for Defendant's violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereinafter "FDCPA"), which prohibit debt collectors from engaging in abusive, deceptive, and unfair practices, New York, General Business Law §349, *et seq.* ("NYGBL §349").

2. Plaintiff seeks to recover monetary damages for Defendant's violations and to have an Order or injunction issued by this Court preventing Defendants from continuing its violative behaviors.

JURISDICTION AND VENUE

3. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331, and 28 U.S.C. § 1337.

4. Venue is proper before this Court pursuant to 28 U.S.C. §1391(b)

5. This Court has supplemental jurisdiction for the state law claims pursuant to 28 U.S.C § 1367. Declaratory relief is available pursuant to 28 U.S.C. 2201 and 2202.

PARTIES

6. Plaintiff Stacy Makhnevich (hereinafter "Ms. Makhnevich") is a consumer who allegedly owes the debt and who has been the object of efforts to collect a consumer debt as defined in the FDCPA § 1692a(3),

7. Defendant, MTGLQ Investors LP, is registered with NYS Department of State, DOS ID#: 4145060, at 111 Eighth Avenue, New York, NY 10011 (c/o CT Corporation System). MTGLQ Investors LP

is a purchaser of the default mortgage and a debt collector as defined under FDCPA 1692a (6).

Defendant, MTGLQ Investors LP, is a significant subsidiary of Goldman Sachs that buys thousands of delinquent and defective mortgages. MTGLQ Investors LP filed over 1208 collections/foreclosure cases in New York Courts.

8. Defendant Selene Finance LP is engaged in business of collecting debts in New York, registered with NYS Department of State, DOS ID: 3831973, at 111 Eighth Ave, New York, NY 10011 (c/o CT Corporation System). Selene Finance LP is a mortgage servicer of the default mortgage and a debt collector as defined in FDCPA 1692a.

FACTUAL ALLEGATIONS

9. FDCPA prohibits a “debt collector” from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt” 15 USC 1692e, or “unfair or unconscionable means to collect or attempt to collect any debt” *Id* 1692f.

10. Plaintiff acquired a debt through mortgage of her one bedroom apartment in 2008 through Chase Bank. Through series of improper assignments that clouded the title and marketability of the apartment, MTGLQ Investors LP purchased a defaulted loan and attempted to collect the debt by filing or causing to be filed of two fraudulent affidavits: a false affidavit of service and a false affidavit of due diligence at Kings County Supreme Court in an effort to elicit a default judgment including a submission of an affidavit by Korey A Rudd of Selene Finance LP being “fully familiar with Selene’s dealing with the defendant in this action , and the relevant facts, circumstances, events, documentation.....” dated March 21, 2018..

11. Plaintiff, Stacy Makhnevich, was never served with the summons and the complaint that was filed at Kings County Supreme Court by MTGLQ Investors (c/o Selene Finance LP). Plaintiff learned about purported foreclosure lawsuit initiated by MTGLQ Investors on January 6, 2018 from third party attorneys who made no claims that they were associated with MTGLQ Investors LP. (*exhibit A*)..

Furthermore, through fraudulent, self concealing and misleading conduct, defendants managed to provide the court with the Affidavit of Due Diligence that states: “.. I spoke with Stacy Makhnevich and she stated that there are no does”.(*exhibit B*)

The same process server executed an affidavit of service stating that “.. deponent served the summons....upon personal service on Stacy Makhnevich and described the individual as Female Over the age of 65” (*exhibit C*).

Plaintiff is 38 years old and does not fit the description specified in the affidavit of service of a woman over the age of 65. (*exhibit C*).

Upon discovery of the sewer service , defendants were put on notice of their actions. Defendants failed to provide any remedies or resolutions. Defendants failed to remove plaintiff from wrongful default.

Moreover, defendants, if in fact have any standing as a mortgage holder/assignee/successor, have all identifying information for the defendant in relationship to her personal identifiable information including social security number, date of birth etc..

12. Furthermore, plaintiff put defendants on notice that she was willing to further testify in court upon personal appearance that can not be mistakenly assumed by any reasonable person to belong to a 65 year old woman- in fact, the affidavit of service lists a description of “over the age of 65”- while the defendant is 38 years old.

13. Upon information and belief, Defendants, MTGLP Investors LP is significant subsidiary of Goldman Sachs that buys thousands of delinquent and defective mortgages.

14. Defendant's actions constitute conduct highly offensive to a reasonable person, and as a result of Defendant's violations of the FDCPA, Defendant is liable to Plaintiff for Plaintiff's actual damages, statutory damages, and costs.

COUNT I—FDCPA as against all defendants.

15. Plaintiff repeats and re-alleges each and every allegation contained above including filing or causing to be filed of two false affidavits, false affidavit of service, sewer service to elicit default judgment in violation of 15 USC 1692e and 1692f.

16. Plaintiff re-alleges that the age and physical description included in the affidavit of service does not match her age and her own physical description ; no reasonable person would mistakenly assume that a 38 year old woman would look "over the age of 65" (*exhibit C-Affidavit of Service*); therefore defendants filed or cause to file a false affidavit of service with the court in violation of the FDCPA.

Defendant's aforementioned conduct violated the FDCPA. WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a) Adjudging that Defendant violated the FDCPA;
- b) Awarding Plaintiff statutory damages, pursuant to 15 U.S.C.
- c) Awarding Plaintiff actual damages, pursuant to 15 U.S.C. §1692k;
- d) Awarding Plaintiff all costs incurred in this action;
- e) Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;
- f) Awarding such other and further relief as the Court may deem just and proper.
- g) Declaratory judgment and an order enjoining Defendants from engaging in similar misleading conduct with other similarly situated.

**COUNT II—VIOLATION OF NEW YORK GENERAL BUSINESS
LAW (§349) (Unfair and Deceptive Acts) as against all defendants.**

17. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

18. Defendants violated NY Gen Bus Law 349 et seq by using deceptive acts and practices in the conduct of their business.

19. Defendants are, and at all times, engaged in activities that affect consumers at large and have a broad impact on the New York consuming public.

20. Upon information and belief, Defendants, MTGLP Investors LP is significant subsidiary of Goldman Sachs that buys thousands of delinquent and defective mortgages. By entering into settlements with state and federal governments over the sale of toxic mortgage backed securities to investors while subsequently shorting the very same securities they were selling. Goldman would agree to provide \$1.8 billion in debt relief to delinquent borrowers. However, since Goldman (and likely no other identifiable party) doesn't own the debt, Goldman cuts its losses by repackaging the toxic debt, assigning it an AAA rating and selling it to unsuspecting investors and pension funds for a fee, thus off-loading any liability.

Goldman has once again successfully masterminded a new strategy to satisfy the \$1.8 billion settlement without having to fund a dollar of that outstanding obligation, and while also profiting on this RICO scheme. Goldman's plan includes buying up billions of dollars of non-performing and defective loans at massive discounts. Goldman purchased 4.5 billion dollars in non-performing loans from Fannie Mae..

Goldman then contacts the homeowners and negotiates loan modifications by incentivizing the homeowner to participate by reducing their principle balance.

Most desperate and unsuspecting homeowners have no idea that Goldman is acting as a debt collector and there is no underlying party that owns the debt or has a right to modify the mortgage contract in the first place. Once the modification is signed, in theory, a “new” loan is issued that rectifies all past endorsement, assignment and trust issues, while whitewashing all prior fraud.

The homeowner is now making payments on a new loan that is less than Goldman’s initial discount on the original purchase. Goldman then credits the principle forgiveness against its \$1.8 billion dollar mortgage relief obligation while making money! Goldman is able to skirt the punishment and the fine costs them nothing because the debt was acquired at an even larger discount.

Finally, the true ingenuity of this plan emerges. Once the loan is modified and performing, the loans can be repackaged and resold as Triple-A paper once again to unsuspecting buyers.

The Wall Street Journal reports that the debt scavengers at Goldman Sachs are the largest buyer of Fannie Mae’s non-performing loans, having purchased \$5.7 billion worth of unpaid loans over the past several months. Goldman Sachs should have been barred from ever participating in mortgage backed securities transactions after its last criminal enterprise.

Over the past year-and-a-half, Goldman Sachs has become the largest buyer of severely delinquent home loans from Fannie Mae. In fact, Goldman has acquired

Case 1:19-cv-00072-AT-SN Document 1 Filed 01/03/19 Page 10 of 22
nearly two-thirds of \$9.6 billion in loans the agency has auctioned off, representing unpaid loan balances in excess of \$5.7 billion, according to the Wall Street Journal's review of government records.

In all, Goldman has spent roughly \$4.5 billion on some 26,000 Fannie-owned loans, according to government records. It has also been buying mortgages, from private sellers and Freddie Mac. Apparently while everyone is unloading zombie mortgage loans, Goldman Sachs is buying as much toxic sludge that is available. According to the government-sponsored enterprise, the portfolio was split into four pools of loans and auctioned off.

The winning bidder of the smallest of the four pools is Igloo Series II Trust (Balbec Capital). That pool contained 1,465 loans that carry an aggregate unpaid principal balance of \$246,748,844. The pool has an average loan size of \$168,429; a weighted average note rate of 4.51%; a weighted average delinquency of 29 months; and a weighted average broker's price opinion loan-to-value ratio of 78.75%. The remaining \$1.43 billion in unpaid principal balance went to **MTGLQ Investors**, a "significant subsidiary" of Goldman Sachs.

MTGLQ Investors is now a fixture among the NPL sales from both Fannie Mae and Freddie Mac.

Last year, MTGLQ Investors bought billion-dollar pools of NPLs from Fannie and Freddie in several different sales.

In this latest sale, **MTGLQ Investors** bought the remaining three pools of NPLs.

The first pool contained 3,062 loans that carry an aggregate unpaid principal balance of \$496,205,215.

By renegotiating and repackaging worthless mortgage loans, high-risk loans get polished into grade-A paper. At Fannie Mae's latest auction, its largest to date, Goldman bought about 8,000 loans with unpaid balances of \$1.4 billion and has paid between 50 and 90 cents on the dollar for the loans, according to Fannie Mae, however, some (if not all) of these loans are likely not worth a dime until fraudulently modified.

21. Upon information and belief, at all relevant times, Defendants misleading and deceptive conduct and acts that caused injury and damages to Plaintiff.

22. Defendants violations include but not limited:

- a) Falsely representing to court and plaintiff that she was properly served with the summons and the complaint

b) Seeking a default judgment in the state lawsuit against Ms Makhnevich

after filing or causing to be filed of a false affidavit of service

c) Unlawfully enforcing default when confronted with undisputable

evidence confirming falseness of their filed affidavits

d) Engaging in further oppressive litigation conduct

e) Filing or causing to be filled a false affidavit of service and a false affidavit of due diligence.

23. As a result of direct and proximal result of these violations of section 349 of the General Business Law, Stacy Makhnevich has suffered compensable harm and is entitled to recover actual and treble damages and costs. WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- a. Adjudging that Defendant violated General Business Law;
- b. Awarding Plaintiff statutory damages, pursuant to 15 U.S.C.
- c. Awarding Plaintiff actual damages, pursuant to General Business Law &349;
- d. Awarding Plaintiff all costs incurred in this action;
- e. Awarding Plaintiff any pre-judgment and post-judgment interest as may be allowed under the law;

f. Declaratory judgment and an order enjoining Defendants from

engaging in similar misleading conduct with other similarly situated.

g. Awarding such other and further relief as the Court may deem just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests judgment as follows:

1. In the first cause of action: declaratory judgment in an apparent violation of FDCPA, actual damages, statutory damages, and all costs pursuant to 15 U.S.C. § 1692 k
2. On second cause of action: in an amount to be determined at trial, together with costs and other damages. Declaratory judgment and an order enjoining Defendants from engaging in similar misleading conduct with other similarly situated.

TRIAL BY JURY

Plaintiff is entitled to and hereby demands a trial by jury.

Respectfully submitted

A handwritten signature in black ink, appearing to be 'Stacy', is written over a horizontal line.

Stacy Makhnevich

To: UNITED STATES COURT OF OF NY

225 Cadman Plaza, Brooklyn, NY

Pro se

Date: 12/05/2018

EXHIBIT A

Perfect Development Inc.

Foreclosure department

Mon-Fri, 9AM-5PM, Sat-Sun, 10AM-5PM

36 N Strathmore St

Valley Stream NY 11580

Tel: (516) 946-1327

Fax: (718) 228-3874

Our research indicates that a foreclosure lien has been filed against your property located at
2900 Ocean Ave #4M, Brooklyn, NY 11235

It is recorded at the Supreme Court and it mean that the bank has started a foreclosure action to sell your property at public action. As you know, this is a serious matter! And it is important for you to address.

You will work with professionals who know exactly what to do!

As experts dealing with foreclosure, mortgage default, bankruptcies, tax lien and financial matters, we would like offer you our immediate assistance.

Our foreclosure department handles foreclosure cases on a daily basis; we have successfully helped many homes owners, like you, stop the process! Our experience has helped us develop number of solutions that are designed to solve your problem in every aspect! We are sure that you will find the information and service we are about to give you very, financially rewarding.

IT'S SIMPLE: if you are sure that you can maintain your monthly payment, we can either set you up with a payment plan between you and your lender or help you refinance so you can pay off your debt!

- In both cases we will stop the foreclosure so you can keep your house.

Or, if you decide to sell, we will show you a very comfortable way will guarantee you the following

- You will spend no money & you will get IMMEDIATE PROTECTION against the foreclosure.
- Your mortgage amount will be paid in full, including: any unpaid taxes, violations, liens, etc.
 - Complete ensuring of all judgment(s) against your property
 - You will save your credit from ruin!
- You will avoid bankruptcy! And we will help you re-establish your credit.
 - We will buy enough time! So you can plan for your next move.
- You will pay no realty estate commission, no closing cost, and no lawyer fee
 - We will save you the trouble of putting your house on the market
 - You will save the equity. You have accumulated on the property!
- At closing you will be released from any obligation concerning the property

We will help you relocate, and we will cover all expenses

And most important: you will save some money by the end of the process, regardless of the amount that you owe the bank and the condition of the house.

This is a great opportunity for those who brought their homes in the last couple of years.

ON TOP OF THAT YOU DON'T HAVE TO PAY US A THING

You don't need to worry about fee of any kind! Our service to you is FREE of charge

My company will be compensated by your creditor for clearing the debt.

Don't delay and give us a call! TELL US WHAT YOU WANT TO DO WE WILL DO THE REST!!

Let our team of highly, trained professional take care of everything for you quickly & easily!

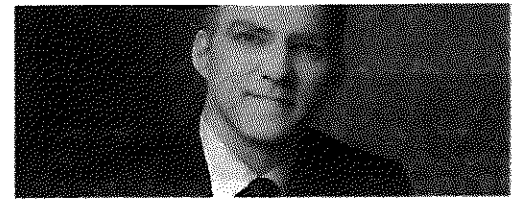
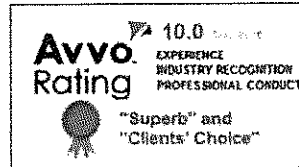
Together: we can solve this matter in 15 to 60 days

Yours Truly,
Raphy Amar
Foreclosure Consultant
Tel: 516-946-1327

*Payment arrangement is the only service that requires a small fee

**If you chose to use our services, Perfect Development Inc. will arrange and pay for the move

MAKHNEVICH STACY /or current resident
2900 Ocean Ave 4M
Brooklyn NY 11235

LANIN LAW P.C.505 8TH AVENUE, 14TH FLR
NEW YORK, NY 10018SCOTT L. LANIN, ATTORNEY
(212) 764-7250 EXT. 201
SCOTT@LANINLAW.COM
Scott Lanin's
NY FORECLOSURE LAW
fix your mortgage problems

Dear Homeowner:

I am a foreclosure defense attorney. Your mortgage lender has started a foreclosure action by filing a lis pendens. Some mistakenly call this "pre-foreclosure." The good news is that it takes a long time but don't delay because you will forfeit your rights. You must take action now. Your property is at stake. Your lender has a lawyer. So should you. I may be able to help. Call me for a **FREE** phone consult to evaluate your case. Review your options with no risk and no obligation. An office consult may be needed for complex issues.

Who am I? I grew up in New York and graduated from NYU's Stern School of Business and St. John's University Law School with honors, on the Law Review. For 27 years, I have helped New Yorkers save their homes with litigation, loan modification, forbearance agreements, and bankruptcy. Years ago, I represented banks, bankruptcy trustees, court receivers, and I was a receiver, so I am uniquely qualified to help residential and commercial property owners. I publish www.nyforeclosurelaw.com - the longest running NY blog dedicated to foreclosure defense. I teach other attorneys how to litigate in a continuing legal education course. I have been retained by Access MCLE to teach a course on foreclosure law. I'm Avvo rated 10 of 10. Lastly, as an experienced martial arts instructor, I know how to fight for real.

Consider this. Are you receiving letters from investors whose primary goal is to flip your home? Are they scammers who lied to you? Is the out-of-state "consultant" really an unregulated, unemployed mortgage broker with a fake job title? Is he engaged in unauthorized practice of law? (A misdemeanor.) Did he tell you that he is not allowed to appear in court? Did you speak to a lawyer who is just a bankruptcy salesman? Did you speak to a bait and switch senior partner who tried to assign you to an inexperienced junior associate or a per diem lawyer? Did your bank lie to you? Give you the runaround? Return your payments? Did you get declined for refinance because your property is underwater? Did a broker disclose how difficult short sales are and how much time you will waste? Do you know the foreclosure timeline and laws? The Supreme Court's procedures? E-filing? How to answer a summons? That you may only have 20 days unless you get an extension? How to analyze nearly 30 possible defenses or counterclaims you might have? Whether your lender has standing? Made mistakes? Committed fraud? How to file an emergency order to show cause to vacate a default and get a TRO? When to just file a notice of appearance? How to apply for a loan modification for lower payments even if you were denied before? How to negotiate a forbearance agreement? How mandatory foreclosure settlement conferences work? How to draft affidavits with exhibits? Research and write a memorandum of law (a brief) to oppose a lender's summary judgment motion? How to orally argue a motion? How to file an appeal? What the referee does? What to do after a final judgment is entered? What happens if a sale date is set? What to do about strangers on your property? How to handle tenants? How to turn this into a profitable experience by collecting rent for years while the lender refuses to take your mortgage payments? About deeds in lieu? How to get a 5 year Chapter 13 bankruptcy plan? Or a Chapter 7 discharge and a fresh start, when filing bankruptcy does makes sense?

I help clients and other attorneys with all of these issues. I'd like to try to help you. Professional legal advice from an experienced attorney can make all the difference at this critical time in your life. Clients tell me I give them peace of mind. They say that they wish they had met me sooner. Read my bio and many client testimonials, attorney endorsements, and success stories at www.laninlaw.com. My fees are reasonable and flexible options are available. I am selective about the cases I accept because I want to make sure I can give my clients personal attention. Please call me. I will personally review your options. Thanks!

Call Scott!
212-764-7250
Ext. 201

Free phone consult -
Foreclosure & loan
modification help

EXHIBIT B

Scanned Affidavit ID: 341882
FILED: KINGS COUNTY CLERK 01/12/2018 02:27 PM
NYSCEF DOC. NO. 10

INDEX NO. 523230/2017
Page 10
RECEIVED NYSCEF: 01/12/2018



AFFIDAVIT OF DUE DILIGENCE

Attorney: Druckman Law Group PLLC, 242 Drexel Ave, Westbury NY, 11590, 5168760600
Court: SUPREME COURT OF THE STATE OF NEW YORK: COUNTY OF KINGS

Index No: 523230/2017
Date Filed: 12/01/2017

Plaintiff/Petitioner: MTGLQ INVESTORS, L.P.
Defendant/Respondent: STACY MAKHNEVICH ET AL

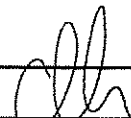
STATE OF NEW YORK : COUNTY OF NASSAU ss.:


I, John Hudak, being duly sworn according to law upon my oath, deposes and says, that deponent is not a party to this action, is over 18 years of age and reside in NEW YORK state.

I hereby declare under penalties of perjury that I received the documents on 12/05/2017. I tried to affect service with a Summons and Complaint in a foreclosure action, Certificate of Merit, and supporting exhibits, Bearing Index Number and date of filing & Notice of availability of electronic filing, with 1303 Notice which was printed on blue paper, which color differed from that color of the Summons and Complaint. And the Notice was in bold, fourteen-point type, with the title thereof in bold, twenty-point type, Notice to tenant was printed on blue paper, which color differed from that of the color of the Summons and Complaint, and the Notice was in bold, fourteen-point type, with the title thereof in bold, twenty point type, on JOHN DOE # 1 TO JOHN DOE # 25. After due and diligent search and inquiry, I am unable to find the within named party: 2900 OCEAN AVE APT 4M, BROOKLYN, NY, 11235

SERVICE WAS NOT EFFECTED BECAUSE: OTHER

ON 12/18/2017 I SPOKE WITH STACY MAKHNEVICH AND SHE STATED THAT THERE ARE NO DOES

X 
Sworn to before me on WED, Dec, 20 2017
Allana D. Rupnarine
Notary Public, State of NY
No. 01RU6266035, Qualified in Nassau
Commission Expires July 23, 2020

X 
John Hudak License No: 1392295

Process Service Agency: Long Island Attorney Service, Inc
Attorney File#: 37634



CN 324494 CN 324494 CN 6 % 341882 % 341882

EXHIBIT C

FILED: KINGS COUNTY CLERK 02/22/2018 02:27 PM

INDEX NO. 523230/2017



AFFIDAVIT OF SERVICE



Attorney: Druckman Law Group PLLC, 242 Drexel Ave, Westbury NY, 11590, 5168760800

Index No: 523230/2017

Court: SUPREME COURT OF THE STATE OF NEW YORK: COUNTY OF KINGS

Date Filed: 12/01/2017

Plaintiff/Petitioner: MTGLQ INVESTORS, L.P.
 Defendant/Respondent: STACY MAKHNEVICH ET AL

STATE OF NY : COUNTY OF Nassau ss.:

I, John Hudak, being duly sworn according to law upon my oath, deposes and says, that deponent is not a party to this action, is over 18 years of age and reside in NEW YORK State.

On Dec, 18 2017 at 04:26 PM, at 2900 OCEAN AVE APT 4M, BROOKLYN, NY, 11235, deponent served the Summons and Complaint in a foreclosure action, Certificate of Merit, and supporting exhibits, Bearing Index Number and date of filing & Notice of availability of electronic filing, with 1303 Notice which was printed on blue paper, which color differed from that color of the Summons and Complaint. And the Notice was in bold, fourteen-point type, with the title thereof in bold, twenty-point type, Notice to tenant was printed on blue paper, which color differed from that of the color of the Summons and Complaint, and the Notice was in bold, fourteen-point type, with the title thereof in bold, twenty point type, upon STACY MAKHNEVICH, Defendant herein known as Recipient.

Said service was effected in the following manner: ☒ PERSONAL. By delivering a true copy of each to said recipient personally; deponent knew said person so served to be the person mentioned and described as said recipient therein.

Deponent describes the individual served to the best of deponent's ability at the time and circumstances of service as follows:

Sex	Color of skin	Color of hair	Age	Height	Weight
Female	White	GREY AND WHITE	Over 65	5'4" - 5'6"	131 - 160 lbs
Other features:					

☒ NON-MILITARY. I asked the respondent if he/she was in the military service or if he/she is dependant on someone in the military service of the United States or the State of NEW YORK in any capacity and received a negative reply. Recipient wore ordinary civilian clothes and no military uniform. The source of my information and the grounds of my belief are the conversations and observations above narrated. Upon information and belief I aver that the Recipient is not in the military service of NEW YORK State or the United States as that term is defined in the statutes of NEW YORK State or the Federal Soldiers and Sailors Civil Relief Act.

I certify that the foregoing statements made by me are true, correct and my free act and deed. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

X

Sworn to before me on WED, Dec, 20 2017
 Allana D. Rupnarine
 Notary Public, State of NY
 No. 01RU6266035, Qualified in Nassau
 Commission Expires July 23, 2020

X

John Hudak License No: 1392295

Process Service Agency: Long Island Attorney Service, Inc
 585 STEWART AVE
 GARDEN CITY, NY 11530

Attorney File#: 37834



CN 324494 CN 324494 CN 6 % 341883 % 341883